Order under Section 69
Residential Tenancies Act, 2006

Citation: 1 BRIMLEY APTS INC. v DOUCETTE, 2026 ONLTB 15735
Date: 2026-02-20
File Number: LTB-L-098190-25

In the matter of: 206, 1 BRIMLEY RD
SCARBOROUGH ON M1M3H4

Between: 1 BRIMLEY APTS INC. Landlord

And

THOMAS DOUCETTE Tenant

1 BRIMLEY APTS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict THOMAS DOUCETTE (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 11, 2026.

The Landlord was represented at the hearing by Eric Steiman. The Tenant was represented at the hearing by their spouse, Patricia Meally.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is $1,016.96. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $33.43. This amount is calculated as follows: $1,016.96 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are $7,118.72.
7. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. The Tenant does not dispute the amount of rent arrears. The issue before the Board is whether relief from eviction should be granted pursuant to section 83 of the Residential Tenancies Act, 2006 (the ‘Act’).
10. The Tenant’s spouse testified that she and the Tenant are retired and live on a combined pension income of approximately $2,900.00 per month. She testified that their monthly expenses are approximately equal to their income and that they could afford to pay $100.00 per month toward the arrears. She also testified that increased expenses related to maintenance concerns contributed to the arrears.
11. The Landlord opposed the proposed repayment plan and submitted that the tenancy is not financially viable. The Landlord further submitted that the Tenant filed bankruptcy in 2025 eliminating prior arrears, and that since then the Tenant has made only one rent payment.

Analysis

12. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of Sutherland v. Lamontagne, [2008] O.J. No. 5763 (Div. Ct.) and Paderewski Society v. Ficyk, [1998], the Divisional Court stated,

> *“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”*

13. While eviction is a remedy is a remedy of last resort, in this case, I find the tenancy is no longer viable.
14. The arrears are substantial. At a proposed repayment rate of $100.00 per month, it would take approximately 74 months to repay the arrears. Based on the Tenants’ income and expenses, I am not satisfied that the Tenants have the financial ability to repay the arrears and maintain the ongoing rent within a reasonable period of time.
15. While I am sympathetic to the maintenance concerns, the Tenants did not raise those issues pursuant to section 82 of the Act by providing advance notice. The Tenants may pursue those concerns by filing their own application.
16. Having regard to all of the circumstances, I am not satisfied that the tenancy can be preserved. Therefore, I find that it would not be unfair to grant the Landlord’s application for eviction.
17. However, I find a slight delay in eviction to be appropriate. This will give the Tenant additional time to secure new living arrangements that is within their financial means.
18. I have considered all of the disclosed circumstances and find that it would not be unfair to postpone the eviction until March 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
   - $7,304.72 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

     OR

   - $8,321.68 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord $6,655.49. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of $33.43 per day for the use of the unit starting February 12, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 1, 2026.

February 20, 2026
Date Issued

Bryan Delorenzi
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	$7,118.72
Application Filing Fee	$186.00
Total the Tenant must pay to continue the tenancy	**$7,304.72**

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	$8,135.68
Application Filing Fee	$186.00
Total the Tenant must pay to continue the tenancy	**$8,321.68**

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	$6,469.49
Application Filing Fee	$186.00
Total amount owing to the Landlord	**$6,655.49**
Plus daily compensation owing for each day of occupation starting February 12, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$33.43 (per day)